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11 225 Broadway, 21<sup>st</sup> Floor  
12 San Diego, CA 92101  
13 Telephone: (619) 233-1600  
14 Facsimile: (619) 236-0527

15 Attorneys for Defendant/Petitioner  
16 BEN BRIDGE JEWELER, INC.,  
17 a Washington Corporation  
18 sued erroneously in the original state action as  
19 BEN BRIDGE-JEWELER, Inc.

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**UNITED STATES DISTRICT COURT**  
**FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

STEVE JUHLIN, individually; on behalf of  
himself and all others similarly situated,

Plaintiffs/Respondents,

v.

BEN BRIDGE-JEWELER, Inc., a  
Washington Corporation; and DOES 1  
through 50 inclusive,

Defendants/Petitioners.

Case No.: '11CV2906 WQHNLS

**NOTICE OF REMOVAL OF ACTION  
UNDER 28 U.S.C. § 1441 (b)  
(DIVERSITY) AND 28 U.S.C. § 1453  
(CAFA)**

TO THE ASSIGNED JUDGE OF THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF CALIFORNIA:

The notice of removal of Defendant/Petitioner BEN BRIDGE JEWELER, INC.  
respectfully shows:

- 1        1. On AUGUST 30, 2010, a class action lawsuit was commenced against  
2        defendant/petitioner in the Superior Court of California, County of San Diego, No. 37-  
3        2011-00097079-CU-NP-CTL, entitled STEVE JUHLIN, *individually; on behalf of*  
4        *himself and all others situated, Plaintiffs, vs. BEN BRIDGE-JEWELER, Inc. a*  
5        *Washington Corporation; and DOES 1 through 50 inclusive, Defendants.* A copy of  
6        the Summons and Complaint, which were served on Defendant/Petitioner on  
7        November 19, 2011, are attached hereto as Exhibit "A."
- 8        2. The potential class consists of more than 22, 226 customers (see declarations attached  
9        hereto as Exhibits "B" and "C." Plaintiffs claim damages in the form of, among other  
10       things, civil penalties of \$1,000 per customer per violation. Thus, the amount in  
11       controversy and the number of class participants is confirmed to be over the  
12       jurisdictional limits of the Class Action Fairness Act (CAFA).
- 13       3. The above-described action is a civil class action of which this court has original  
14       jurisdiction under the provisions of Title 28, Section 1332 of the United States Code,  
15       and is one that may be removed to this court by Defendant/Petitioner, pursuant to Title  
16       28, Section 1441 of the United States Code and the Class Action Fairness Act of 2005  
17       (CAFA) Pub. L. No. 109-2, 119 Stat. 4, [adding 28 U.S.C. §§ 1453 and 1711, *et seq.*,  
18       amending 28 U.S.C. §§ 1332, 1335, and 1603, and appearing in part as notes to 28  
19       U.S.C. §§ 1332, 1711, 2071, and 2074] in that it is a civil action wherein the matter in  
20       controversy exceeds the sum or value of \$5,000,000.00 exclusive of interest and costs,  
21       and is between citizens of different states. Plaintiff/Respondent STEVE JUHLIN,  
22       who, at the time this action was commenced, was, and still is, a citizen of the State of  
23       California. Defendant/Petitioner BEN BRIDGE JEWELER, INC., at the time this  
24       action was commenced, was, and still is, a corporation incorporated under the laws of  
25       the State of Washington, with its principal place of business in the State of  
26       Washington, and was not, and is not, incorporated under the laws of the State of  
27       California, wherein this action was brought.

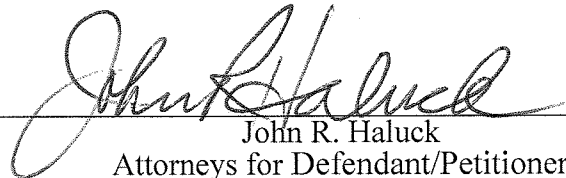
4. Defendant/Petitioner is prepared to file a bond with good and sufficient surety conditioned that it will pay all costs and disbursements incurred by reason of the removal proceedings hereby brought, should it be determined that this action is not removable or is improperly removed.
5. A copy of all process, pleadings, and orders served upon Defendant/Petitioner is filed with this notice.
6. Defendant/Petitioner will give written notice of the filing of this notice as required by 28 U.S.C. § 1446 (d).
7. A copy of this notice will be filed with the clerk of the Superior Court in and for the County of San Diego, California as required by 28 U.S.C. § 1446 (d).
8. Defendant/Petitioner BEN BRIDGE JEWELER, INC., and its attorneys, join in and consent to the removal of this cause to the United States District Court for the Southern District of California.

WHEREFORE, Defendant/Petitioner requests that this action proceed in this Court as an action properly removed to it.

Respectfully submitted,

DATED: December 13, 2011

KOELLER, NEBEKER, CARLSON & HALUCK, LLP



John R. Haluck  
Attorneys for Defendant/Petitioner  
BEN BRIDGE JEWELER, INC.,  
a Washington Corporation

# **Exhibit A**

SUM-100

# SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):

BEN BRIDGE-JEWELER, INC. and DOES 1-50

YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

STEVE JUHLIN

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)  
JULICE 12  
CENTRAL DIVISION

2011 AUG 30 A 11:16

SUPERIOR COURT  
SAN DIEGO COUNTY, CA

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

SAN DIEGO SUPERIOR COURT  
300 West Broadway, San Diego, CA 92101

CASE NUMBER:  
(Número del Caso):

37-2011-00097079-CU-NP-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Harry W. Harrison, 402 West Broadway, 29th Fl., San Diego, CA 92101 (619) 756-6990

DATE: AUG 30 2011  
(Fecha)

Clerk, by \_\_\_\_\_, Deputy  
(Secretario) L Marmolejo (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): Ben Bridge-Jeweler, Inc.  
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☒ by personal delivery on (date):

Page 1 of 1

FILED  
CLERK'S OFFICE 12  
CENTRAL DIVISION

2011 AUG 30 A 11: 16

SUPERIOR COURT  
SAN DIEGO COUNTY, CA

1 Harry W. Harrison, State Bar No. 211141  
Daniel D. Bodell, State Bar No. 208889  
2 HARRISON & BODELL LLP  
402 West Broadway, 29th Floor  
3 San Diego, CA 92101  
Telephone: (619) 756-6990  
4 Facsimile: (619) 756-6991

5 Attorneys for Plaintiff and the Class

6  
7  
8 SUPERIOR COURT OF CALIFORNIA  
9 COUNTY OF SAN DIEGO  
10

11 STEVE JUHLIN, individually; on behalf of )  
himself and all others similarly situated, )  
12 Plaintiffs, )  
13 vs. )  
14 BEN BRIDGE-JEWELER, Inc., a Washington )  
Corporation; and DOES 1 through 50 inclusive, )  
15 Defendants. )  
16  
17  
18

CASE NO.: 37-2011-00097079-CU-NP-CTL

CLASS ACTION

COMPLAINT FOR VIOLATIONS OF  
CALIFORNIA CIVIL CODE §1747.08  
[SONG-BEVERLY CREDIT CARD ACT  
OF 1971]

19  
20 Plaintiff Steve Juhline, on behalf of himself and all others similarly situated, complains  
21 and alleges upon information and belief based, among other things, upon the investigation made  
22 by Plaintiff by and through his attorneys, as follows:

23 I.

24 INTRODUCTION

25 1. California Civil Code section 1747.08 generally states that when a merchant is  
26 engaged in a retail transaction with a customer, the merchant may neither (1) request a telephone  
27 number and/or address from a customer paying for goods with a credit card, and then record that  
28 telephone number and/or address upon the credit card transaction form or otherwise; nor (2)



1 utilize, in any credit card transaction, a credit card form which contains preprinted spaces  
2 specifically designated for filling in the telephone number and/or address of the cardholder.<sup>1</sup>

3 2. Defendant operates businesses in San Diego, California, under the name Ben  
4 Bridge.

5 3. Defendant is engaged in a pattern of unfair, unlawful and deceptive business  
6 practices requesting and recording address information during the point-of-sale process at  
7 Defendant's retail locations.

8 4. Defendant has violated California Civil Code section 1747.08(a)(3) by and  
9 through Defendant's requesting and recording of address information from its customers.

## 10 II.

### 11 JURISDICTION AND VENUE

12 5. Defendant does business in the State of California, and in the County of San  
13 Diego. Defendant has accepted credit cards for the transaction of business in the County of San  
14 Diego, which has caused both obligations and liabilities of Defendant to arise in the County of  
15 San Diego. Plaintiff Steve Juhline resides in the County of San Diego.

16 6. The amount in controversy exceeds the jurisdictional minimum of this Court.

17 ///

18 ///

19 ///

20 1

21 California Civil Code section 1747.08 states in relevant part:

22 "(a) Except as provided in subdivision (c), no person, firm, partnership, association, or corporation which accepts  
23 credit cards for the transaction of business shall do either of the following:

24 (2) Request, or require as a condition to accepting the credit card as payment in full or in part for goods or  
25 services, the cardholder to provide personal identification information, which the person, firm, partnership,  
26 association, or corporation accepting the credit card writes, causes to be written, or otherwise records upon the  
27 credit card transaction form or otherwise.

28 (3) Utilize, in any credit card transaction, a credit card form which contains preprinted spaces specifically  
designed for filling in any personal identification information of the cardholder.

(b) For purposes of this section 'personal identification information,' means information concerning the cardholder,  
other than information set forth on the credit card, and including, but not limited to, the cardholder's address and  
telephone number."

HARRISON & BODELL LLP  
402 West Broadway, 29<sup>th</sup> Floor  
San Diego, CA 92101

III.

THE PARTIES

A. Plaintiffs

7. Plaintiff Steve Juhline (herein referred to as "Plaintiff") is a resident of San Diego, California.

8. Plaintiff brings this lawsuit on behalf of an ascertainable statewide class consisting of all persons in California from whom entered into a credit card purchase transaction with Defendant, wherein address or other personal information was requested and recorded, during the time period from one year prior to the filing of this Complaint and until said practice is terminated (the "Class"). Excluded from the Class are Defendant, its corporate parents, subsidiaries and affiliates, officers and directors, any entity in which Defendant has a controlling interest, and the legal representatives, successors or assigns or any such excluded persons or entities, and the attorneys for Plaintiff in this action.

B. Defendant

9. Defendant Ben Bridge-Jeweler, Inc. (hereinafter referred to as "Defendant") is a Washington corporation, with a principal place of business in California given the number of retail locations it operates in this State, including San Diego County.

C. Doe Defendants

10. Except as described herein, Plaintiff is ignorant of the true names of Defendants sued as DOES 1 through 50, inclusive, and the nature of their wrongful conduct, and therefore sues these DOE Defendants by such fictitious names. Plaintiff will seek leave of the Court to amend this complaint to allege their true names and capacities when ascertained.

D. Agency/Aiding and Abetting

11. At all times herein mentioned, Defendants, and each of them, were an agent or joint venturer of each of the other Defendants, and in doing the acts alleged herein, were active within the course and scope of such agency. Each Defendant had actual and/or constructive knowledge of the acts of each of the other Defendants, and ratified, approved, joined in,

///



1 acquiesced and/or authorized the wrongful acts of each co-defendant, and/or retained the benefits  
2 of said wrongful acts.

3 12. Defendants, and each of them, aided and abetted, encouraged and rendered  
4 substantial assistance to the other Defendants in breaching their obligations to Plaintiff and the  
5 class, as alleged herein. In taking action, as particularized herein, to aid and abet and  
6 substantially assist the commissions of these wrongful acts and other wrongdoings complained  
7 of, each of the Defendants acted with an awareness of his/her/its primary wrongful conduct,  
8 wrongful goals, and wrongdoing.

#### 9 IV.

#### 10 CONDUCT GIVING RISE TO VIOLATIONS OF THE LAW

##### 11 A. Plaintiff's Contact with Defendant

12 13. Within the last 12 months, Plaintiff went to one of Defendant's Ben Bridge-  
13 Jeweler, Inc.'s store in San Diego, California.

14 14. At the conclusion of his experience at Defendant's store, Plaintiff opted to pay  
15 using his credit card.

16 15. After providing his credit card as tender, Plaintiff was asked to provide his full  
17 address to complete the transaction, which information was recorded. Plaintiff then completed  
18 the credit card transaction.

#### 19 V.

#### 20 PLAINTIFF'S CLASS ACTION ALLEGATIONS

21 16. This lawsuit is brought on behalf of an ascertainable statewide class consisting of  
22 all persons in California who entered into a credit card purchase transaction with Defendant,  
23 wherein address or other personal information was requested and recorded during the time period  
24 from one year prior to the filing of this Complaint and until said practice is terminated (the  
25 "Class"). Excluded from the Class is Defendant, its corporate parents, subsidiaries and affiliates,  
26 officers and directors, any entity in which Defendant has a controlling interest, and the legal  
27 representatives, successors or assigns or any such excluded persons or entities, and the attorneys  
28 for Plaintiff in this action.

HARRISON & BODELL LLP  
402 West Broadway, 29<sup>th</sup> Floor  
San Diego, CA 92101

1           17.    The members of the Class are so numerous that joinder of all members is  
2 impracticable. While the exact number of Purchase Class members is unknown to Plaintiff at  
3 this time, such information can be ascertained through appropriate discovery, from records  
4 maintained by Defendant and its agents.

5           18.    A class action is superior to other available methods for the fair and efficient  
6 adjudication of this controversy because joinder of all members is impracticable, the likelihood  
7 of individual Class members prosecuting separate claims is remote and individual Class  
8 members do not have a significant interest in individually controlling the prosecution of separate  
9 actions. Relief concerning Plaintiff's rights under the laws alleged herein and with respect to the  
10 Class as a whole would be appropriate. Plaintiff knows of no difficulty to be encountered in the  
11 management of this action which would preclude its maintenance as a class action.

12           19.    There is a well-defined community of interest among the members of the Class  
13 because common questions of law and fact predominate, Plaintiff's claims are typical of the  
14 members of the Class, and Plaintiff can fairly and adequately represent the interests of the Class.

15           20.    Common questions of law and fact exist as to all members of the Class and  
16 predominate over any questions affecting solely individual members of the Class. Among the  
17 questions of law and fact common to the Class are:

18               a.    whether each Class member engaged in a credit card transaction with  
19 Defendant;

20               b.    whether Defendant requested and recorded address or other personal  
21 information during credit card transactions with Class members; and

22               c.    whether Defendant's conduct violates California Civil Code section  
23 1747.08(a)(3).

24           21.    Plaintiff's claims are typical of those of the other Class members because  
25 Plaintiff, like every other Class member, was exposed to virtually identical conduct and is  
26 entitled to civil penalties in amounts of up to one thousand dollars (\$1,000) per violation  
27 pursuant to California Civil Code section 1747.08(e).

28    ///

22. Plaintiff can fairly and adequately represent the interests of the Class, he has no conflicts of interest with other Class members, and has retained counsel competent and experienced in class action and civil litigation.

23. The amount in controversy does not exceed \$74,999.99 as to Plaintiff or any other individual Class member.

**CAUSE OF ACTION FOR VIOLATIONS**

**OF CALIFORNIA CIVIL CODE § 1747.08**

24. Plaintiff refers to and incorporates by reference as though set forth fully herein paragraphs 1 through 23 of this Complaint.

25. California Civil Code section 1747.08 prohibits any person, firm, partnership, association, or corporation, which accepts credit cards for the transaction of business, from requesting and recording a telephone number and/or address from a customer paying for goods with a credit card.

26. Defendant is a corporation that accepts credit cards for the transaction of business.

27. During credit card transactions entered into at each of Defendant's stores on each and every day during the one-year period preceding the filing of the class action complaint in this action, Defendant in each and every credit card transaction entered into with Plaintiff and the Class, requested and recorded a telephone number and/or address in violation of California Civil Code section 1747.08(a)(3).

28. It is and was Defendant's routine business practice to intentionally engage in the conduct described in this cause of action with respect to Plaintiff and every member of the Class who entered into a credit card transaction at any of Defendant's stores in the State of California.

29. Due to Defendant's violations as set forth herein, Plaintiffs and the Class are entitled to civil penalties in amounts of up to one thousand dollars (\$1,000) per violation pursuant to California Civil Code section 1747.08(e).

WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

///

///

HARRISON & BODELL LLP  
402 West Broadway, 29<sup>th</sup> Floor  
San Diego, CA 92101

PRAYER FOR RELIEF

PLAINTIFF AND THE CLASS PRAY for judgment against Defendant as follows:

1. That the Court award to Plaintiff and to each member of the Class the civil penalty to which he or she is entitled under California Civil Code section 1747.08(e);
2. For distribution of any moneys recovered on behalf of the Class of similarly situated consumers or the general public via fluid recovery or *cy pres* recovery where necessary to prevent Defendant from retaining the benefits of its wrongful conduct;
3. That the Court preliminarily and permanently enjoin Defendant from further violating California Civil Code section 1747.08(a)(3);
4. That the Court certifies this action as a class action;
5. For an award of attorneys' fees as authorized by statute including, but not limited to, the provisions of California Code of Civil Procedure § 1021.5, and as authorized under the "common fund" doctrine;
6. For costs of the suit;
7. For prejudgment interest at the legal rate;
8. And for such other relief as the Court may deem proper.

DATED: August 24, 2011

HARRISON & BODELL LLP

By:

Harry W. Harrison  
Daniel D. Bodell  
Attorneys for Plaintiff and the Class

HARRISON & BODELL LLP  
402 West Broadway, 29<sup>th</sup> Floor  
San Diego, CA 92101

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS: 330 West Broadway	
MAILING ADDRESS: 330 West Broadway	
CITY AND ZIP CODE: San Diego, CA 92101	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7072	
PLAINTIFF(S) / PETITIONER(S): Steve Juhline	
DEFENDANT(S) / RESPONDENT(S): BEN BRIDGE-JEWELER INC	
JUHLIN VS. BEN BRIDGE-JEWELER INC	
<b>NOTICE OF CASE ASSIGNMENT</b>	CASE NUMBER: 37-2011-00097079-CU-NP-CTL

Judge: Timothy Taylor

Department: C-72

COMPLAINT/PETITION FILED: 08/30/2011

**CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW**

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, and family law proceedings.

**COMPLAINTS:** Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants, and a Certificate of Service (SDSC form #CIV-345) filed within 60 days of filing.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

**DEFAULT:** If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service. (SDSC Local Rule 2.1.7)

**CASE MANAGEMENT CONFERENCE:** A Case Management Conference will be set within 150 days of filing the complaint.

**ALTERNATIVE DISPUTE RESOLUTION (ADR):** THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION. IF THE CASE IS ORDERED TO ARBITRATION PURSUANT TO CODE CIV. PROC. 1411.11, THE COSTS OF ARBITRATION WILL BE PAID BY THE COURT PURSUANT TO CODE CIV. PROC. 1141.28.

FOR MORE INFORMATION, SEE THE ATTACHED ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730)





## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

### ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2011-00097079-CU-NP-CTL

CASE TITLE: Juhline vs. BEN BRIDGE-JEWELER INC

**NOTICE:** All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

#### Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

##### **Potential Advantages**

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

##### **Potential Disadvantages**

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

#### Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

**Mediation:** A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

**Settlement Conference:** A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

**Arbitration:** A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.



**Other ADR Processes:** There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

#### Local ADR Programs for Civil Cases

**Mediation:** The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

**On-line mediator search and selection:** Go to the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, Individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

**Settlement Conference:** The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

**Arbitration:** The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

**More information about court-connected ADR:** Visit the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) or contact the court's Mediation/Arbitration Office at (619) 450-7300.

**Dispute Resolution Programs Act (DRPA) funded ADR Programs:** The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at [www.ncrconline.com](http://www.ncrconline.com) or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at [www.nclifeline.org](http://www.nclifeline.org) or (760) 726-4900.

**Private ADR:** To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

#### Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at [www.courtinfo.ca.gov/selfhelp/lowcost](http://www.courtinfo.ca.gov/selfhelp/lowcost).

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	<b>FOR COURT USE ONLY</b>
PLAINTIFF(S): Steve Juhline	
DEFENDANT(S): BEN BRIDGE-JEWELER INC	
SHORT TITLE: JUHLIN VS. BEN BRIDGE-JEWELER INC	
<b>STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>	CASE NUMBER: 37-2011-00097079-CU-NP-CTL

Judge: Timothy Taylor

Department: C-72

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- |   |  |
|---|--|
| <input type="checkbox"/> Mediation (court-connected)  | <input type="checkbox"/> Non-binding private arbitration   |
| <input type="checkbox"/> Mediation (private)  | <input type="checkbox"/> Binding private arbitration   |
| <input type="checkbox"/> Voluntary settlement conference (private)                            | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private)   | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ |  |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_

Alternate neutral (for court Civil Mediation Program and arbitration only): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

**IT IS SO ORDERED.**

Dated: 08/30/2011

JUDGE OF THE SUPERIOR COURT

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Harry W. Harrison (SBN 211141) Harrison & Bodell LLP 402 West Broadway, 29th Floor, San Diego, CA 92101  TELEPHONE NO.: 619-756-6990 FAX NO.: 619-756-6991 ATTORNEY FOR (Name): Plaintiff		CIVIL BUSINESS OFFICE CM-010 FOR COURT USE ONLY 2011 AUG 30 A 11:16 SUPERIOR COURT SAN DIEGO COUNTY, CA												
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, 92101 BRANCH NAME: Central														
CASE NAME: STEVE JUHLIN v. BEN BRIDGE-JEWELER, INC., DOES 1-50														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">CIVIL CASE COVER SHEET</td> <td colspan="2" style="text-align: center;">Complex Case Designation</td> </tr> <tr> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)           </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)           </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Counter           </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Joinder           </td> </tr> <tr> <td colspan="2"></td> <td colspan="2" style="text-align: center;">Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)</td> </tr> </table>			CIVIL CASE COVER SHEET		Complex Case Designation		<input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	<input type="checkbox"/> Counter	<input type="checkbox"/> Joinder			Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
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		Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)												

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- |   |  |   |
|---|--|---|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)<br><b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 3.400-3.403)<br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|---|
2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |   |  |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|---|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify):
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 29, 2011

Harry W. Harrison

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## **Exhibit B**

John R. Haluck (SBN 090956)  
john.haluck@knchlaw.com  
 KOELLER, NEBEKER, CARLSON & HALUCK, LLP  
 1478 Stone Point Drive, Suite 400  
 Roseville, CA 95661  
 Telephone: (916) 724-5700  
 Facsimile: (916) 788-2850

Sharon Ann Huerta (SBN 186998)  
sharon.huerta@knchlaw.com  
 KOELLER, NEBEKER, CARLSON & HALUCK LLP  
 225 Broadway, 21<sup>st</sup> Floor  
 San Diego, CA 92101  
 (619) 233-1600  
 (619) 236-0527 Fax

Attorneys for Defendant  
 BEN BRIDGE JEWELER, INC.,  
 a Washington Corporation  
 sued erroneously in the original state action as  
 BEN BRIDGE-JEWELER, Inc.

**UNITED STATES DISTRICT COURT  
 FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

STEVE JUHLIN, individually; on behalf of  
 himself and all others similarly situated,

Plaintiffs/Respondents,

v.

BEN BRIDGE-JEWELER, Inc., a  
 Washington Corporation; and DOES 1  
 through 50 inclusive,

Defendants/Petitioners.

Case No.:

**DECLARATION OF JEROME  
 GRONFEIN IN SUPPORT OF  
 REMOVAL OF CLASS ACTION**

I, Jerome Gronfein, declare as follows:

1. I am the corporate Chief Financial Officer and Treasurer for Ben Bridge Jeweler, Inc., defendant and petitioner herein. As such I have verified and confirmed the accuracy of the information contained herein and attest to its truthfulness and accuracy.
2. Ben Bridge Jeweler, Inc. operates retail jewelry stores and has seventy-one (71) stores in eleven (11) states, of which twenty-nine (29) are in California. Ben Bridge Jeweler, Inc. is a wholly owned subsidiary of The Ben Bridge Corporation, a privately-held



1 Washington corporation whose sole asset is Ben Bridge Jeweler, Inc. The Ben Bridge  
2 Corporation is a wholly owned subsidiary of Berkshire Hathaway, Inc., publicly traded.

3 3. Ben Bridge Jeweler, Inc., at all times pertinent to the complaint herein, operated twenty-  
4 eight (28) stores in California between August 31, 2010 and August 30, 2011, the date of  
5 filing of the present complaint in the Superior Court of California, County of San Diego.

6 4. Our corporate data base provided me with aggregate numbers of credit card transactions at  
7 each of our California stores between August 2010 and August 30, 2011. The net  
8 aggregate numbers of credit card transactions for the Ben Bridge Jeweler stores in  
9 California for the time period covered by Plaintiffs' class action complaint that would be  
10 subject to the consumer statute alleged in said complaint. The total number of customers  
11 of Ben Bridge Jeweler stores in California between August 31, 2010 and August 30, 2011,  
12 who used credit cards to make purchases that would be subject to California Civil Code  
13 section 1747.08, would be closely approximate to 22,226.

14 5. Ben Bridge only requests the identified and protected private information, in all credit  
15 card sales instances, after the conclusion of the credit card transaction, which, I am  
16 informed and believe, and thereon aver, is not prohibited by the cited statute or state  
17 decisional authority, and said information is immediately input into the store's computer  
18 and encrypted, not connected to said credit card transaction, and none of the information  
19 is otherwise recorded or recoverable by any Ben Bridge sales associate or employee, other  
20 than the accounting department and marketing department in the state of Washington.

21 I declare under penalty of perjury that the foregoing is true and correct. SUBSCRIBED  
22 AND SWORN TO this 9<sup>th</sup> day of December 2011 in Seattle, Washington.

23  
24   
25 JEROME GRONFEIN  
26  
27  
28



# **Exhibit C**

John R. Haluck (SBN 090956)  
john.haluck@knchlaw.com  
 KOELLER, NEBEKER, CARLSON & HALUCK, LLP  
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 225 Broadway, 21<sup>st</sup> Floor  
 San Diego, CA 92101  
 Telephone: (619) 233-1600  
 Facsimile: (619) 236-0527

Attorneys for Defendant/Petitioner  
 BEN BRIDGE JEWELER, INC.,  
 a Washington Corporation  
 sued erroneously in the original state action as  
 BEN BRIDGE-JEWELER, Inc.

**UNITED STATES DISTRICT COURT**  
**FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

STEVE JUHLIN, individually; on behalf of  
 himself and all others similarly situated,

Plaintiffs/Respondents,

v.

BEN BRIDGE-JEWELER, Inc., a  
 Washington Corporation; and DOES 1  
 through 50 inclusive,

Defendants/Petitioners.

**Case No.:**

**DECLARATION OF JOHN R.  
 HALUCK IN SUPPORT OF  
 REMOVAL OF CLASS ACTION**

I, John R. Haluck, declare:

1. I am an attorney licensed by the state of California to practice before all courts of the state and I am duly admitted to practice before the United States District Court for the Southern District of California. I am a member of the law firm of Koeller, Nebeker, Carlson & Haluck, LLP, attorneys for defendant/petitioner, Ben Bridge Jeweler, Inc. I am

1 sufficiently familiar with the facts as stated herein and, if called upon to testify on these  
2 matters, I could and would do so competently.

- 3 2. Defendant/Petitioner, Ben Bridge Jeweler, Inc., a Washington corporation, is sued by a  
4 plaintiff named Steve Juhline, a California resident, on behalf of himself and all others  
5 similarly situated in a class yet to be determined or sanctioned, but, nevertheless, a class  
6 action.
- 7 3. Ben Bridge Jeweler, Inc. operates retail jewelry stores and has 71 stores in 11 states, 29 of  
8 which are in California, 28 of which were open and operating at all times pertinent to  
9 plaintiffs' complaint filed in California state court. Ben Bridge Jeweler was founded in  
10 Seattle, Washington in 1912 and incorporated in Washington in 1959. Ben Bridge  
11 Jeweler's principal place of business is in Seattle, Washington. Ben Bridge Jeweler, Inc.  
12 is a wholly owned subsidiary of The Ben Bridge Corporation, a privately-held  
13 Washington corporation whose sole asset is Ben Bridge Jeweler, Inc. The Ben Bridge  
14 Corporation is a wholly owned subsidiary of Berkshire Hathaway, Inc., publicly traded.
- 15 4. Mr. Juhline, on his own behalf and all others similarly situated, sues Ben Bridge Jeweler,  
16 Inc. in San Diego county, California in a pleading titled "CLASS ACTION", for violation  
17 of California Civil Code § 1747.08 which, Plaintiffs claim, and Defendant agrees,  
18 authorizes civil penalties of up to \$1,000 for each violation after the first violation.  
19 Plaintiff claims that Defendant Ben Bridge Jeweler, Inc. violated the statute each and  
20 every time a customer in California paid for merchandise with a credit card and was asked  
21 for the customer's address and/or telephone number. Ben Bridge Jeweler, Inc.'s position  
22 is that the statute prohibits requesting or requiring said information as a condition to  
23 accepting the credit card in payment, which Ben Bridge denies that it did. Appellate  
24 courts in the state of California have decided that violations occur if the information is  
25 requested before or during the credit card transaction, regardless of whether the  
26 information is requested as a condition for acceptance of the credit card, but have drawn  
27 the line for violations at the termination of the transaction. In other words, the  
28 information can legally be requested after the transaction is concluded. Ben Bridge will

1 defend this action on the bases that the requests for information occurred, in all instances,  
2 after the conclusion of the credit card transaction, which is not prohibited by the cited  
3 statute or by California decisional authority, and said information, once input into the  
4 store's computer, is, and was, encrypted, not connected to said credit card transaction, and  
5 not recoverable by any sales associate or employee other than select persons in  
6 Defendant's/Petitioner's marketing department in the state of Washington.

7 5. The additional declaration herewith, from Jerome Gronfein, CFO and Treasurer for Ben  
8 Bridge Jeweler, Inc. establishes that 22,226 credit card transactions, after which the  
9 customer was likely asked for his or her address and/or telephone number, occurred  
10 during the time covered by plaintiffs' complaint, to wit: August 31, 2010 to August 30,  
11 2011 that, arguably, could be subject to the civil penalties of California Civil Code §  
12 1747.08. At \$1,000 civil penalty for each alleged violation, the amount in controversy is  
13 \$22,226,000.00, far in excess of the CAFA statutory threshold of \$5 million for diversity  
14 jurisdiction in the United States District Court.

15 6. Defendant/Petitioner Ben Bridge Jeweler, Inc. denies that its conduct violated the statute,  
16 but acknowledges that the amount in controversy exceeds \$5 million, the threshold for  
17 diversity jurisdiction required by the Class Action Fairness Act of 2005 (CAFA) Pub. L.  
18 No. 109-2, 119 Stat. 4.

19 I declare under penalty of perjury that the foregoing is true and correct. Subscribed and  
20 sworn this 13<sup>th</sup> day of December, 2011 in Roseville, California.

21   
22 \_\_\_\_\_  
23 JOHN R. HALUCK  
24  
25  
26  
27  
28

**Steve Juhline, et al. v. Ben Bridge-Jeweler, Inc., et al.**

United States District Court Case No:

**DECLARATION OF PROOF OF SERVICE**

I am over the age of 18 years and not a party to the within action; my business address is, and I am employed at KOELLER NEBEKER CARLSON & HALUCK, LLP, 1478 Stone Point Drive, Suite 400, Roseville, CA 95661.

On the date below I served the following document(s) on the person(s) listed below as follows:

**NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441 (b) (DIVERSITY)  
AND 28 U.S.C. § 1453 (CAFA)**


<b>X</b>	<b>BY MAIL.</b> I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Roseville, California.
	<b>BY PERSONAL SERVICE.</b> I caused to be delivered the above-listed document(s) by hand to the office of the person(s) listed below.
	<b>BY OVERNIGHT DELIVERY.</b> I caused the above-listed document(s) to be delivered by overnight delivery to the office of the person(s) listed below.
	<b>BY FACSIMILE.</b> I caused the above-listed document(s) to be transmitted by facsimile machine to the office of the person(s) listed below.
	<b>BY LexisNexis (Electronic Service).</b> I caused the above-listed document(s) to be transmitted by e-served via LexisNexis to service recipients.

**Attorney for Plaintiff**

Harry W. Harrison  
Daniel D. Bodell  
HARRISON & BODELL, LLP  
402 West Broadway, 29<sup>th</sup> Floor  
San Diego, Ca 92101  
(619) 756-6991

I declare under penalty of perjury the foregoing is true and correct under the laws of the State of California.

Executed at Roseville, California, on December 13, 2011.

  
Erika Arends